

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN RE:) Case No. 08-83148
)
TAFFY DENISE DEVERS,)
)
Debtor.)

STIPULATION

COMES NOW Deutsche Bank National Trust Company, as Trustee, by and through its attorney, Thomas J. Young, and Taffy Denise Devers by and through her attorney, Francis X. Skrupa, and hereby stipulate and agree as follows:

1. That on the 9th day of December, 2008, the debtor filed her voluntary Chapter 13 petition in this Court.

2. That at the time the Petition was filed, and at all times material hereto, the Debtor was been the owner of the following-described real property, to-wit:

Part of Lots 1, 2 and 3, Block 21, Florence Field, Douglas County, Nebraska, bounded as follows; beginning at the Northeast corner of said Lot 1 and running thence Westerly along the South line of Ernst Street to the Northwest corner of said Lot 3, thence in a Southerly direction along the West line of said Lot 3, a distance of 43.24 feet; thence Easterly in a direct line to a point on the West line of 33rd Street 58.7 feet South of the Northeast corner of said Lot 1; thence North 58.7 feet to the place of beginning.

which property is the Debtor's principal residence.

3. That Deutsche Bank National Trust Company, as Trustee has a valid security interest in the property under the terms of a certain promissory note and deed of trust executed by the Debtor to this Creditor's assignor.

4. That on or about the 26th day of February, 2010, Deutsche Bank National Trust Company, as Trustee filed a motion for relief from the automatic stay on the basis that the Debtor had failed to make her current monthly mortgage payments to it outside the plan for the months of December, 2009 through February, 2010.

5. That the Debtor shall pay to American Home Mortgage Servicing, Inc., servicing

agent for Deutsche Bank National Trust Company, as Trustee, the post petition payments December, 2009 through March, 2010 (\$3,565.96); late charges (\$173.64); attorney fees and costs (\$800.00) LESS funds in suspense (\$410.14) due outside the plan as follows:

a. Simultaneously with the execution of this Stipulation, the Debtor shall pay to American Home Mortgage Servicing, Inc. the sum of SIX HUNDRED EIGHTY EIGHT DOLLARS AND TWENTY FOUR CENTS (\$688.24) which represents One sixth of the post petition arrearage.

b. Commencing with the April, 2010 payment, and continuing for a period of five months (through and including August, 2010) the Debtor shall pay in addition to the post petition payment, the sum of SIX HUNDRED EIGHTY EIGHT DOLLARS AND TWENTY FOUR CENTS (\$688.24) to American Home Mortgage Servicing, Inc. That the present monthly ongoing payment is in the amount of \$891.49 together with a late charge in the amount of \$43.41 if paid subsequent to the 15th of the month. That said ongoing monthly payment is subject, however, to any escrow changes which may occur.

In the event that the Debtor fails to make all post petition payments due as referenced hereinabove, then Deutsche Bank National Trust Company, as Trustee shall have the right to have the automatic stay, imposed by 11 U.S.C. §362 lifted by this Court by ten days written notice to Debtor and counsel for the Debtor and filing with the Court of an affidavit of its attorney of record of the failure to make the above payments.

6. That the Debtor shall recommence making only her current monthly mortgage payments directly to American Home Mortgage Servicing, Inc., as servicer for Deutsche Bank National Trust Company, as Trustee in September, 2010 as provided in her Chapter 13 plan; that payments are due on the first of each month. In the event that the Debtor fails to make her monthly mortgage payment on or before the 15th of each month, then Deutsche Bank National Trust Company, as Trustee shall have the right to have the automatic stay, imposed by 11 U.S.C. §362, lifted by this Court by ten days written notice to Debtor and counsel for the Debtor and filing with the Court an affidavit of its attorney of record of the failure to make her current monthly post petition payments on or before the 15th of each month.

At such time as the Debtor is discharged from this bankruptcy, this stipulation shall terminate and be of no further force and effect nor be utilized in any other proceeding.

7. This Stipulation shall enure to the benefit of and be enforceable by Deutsche Bank National Trust Company, as Trustee, its successors and assigns.

DATED this 5th day of March, 2010.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Trustee, Creditor

By: /s/ Thomas J. Young

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ATTORNEY FOR CREDITOR

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ATTORNEY FOR DEBTOR